

**From:** Daniel Girlington <dkgirlington@lbl.gov> on 02/25/2005 02:27:12 PM

**Subject:** Truth in Lending

I would like to be sure that myself and other credit card consumers have the maximum protection under the law. I am addressing specific topics of concern below:

I want to limit the use of mandatory arbitration, which often costs the consumer more to pursue than the fees that are being challenged. While class action suits are not the best solution for all situations, in the case of credit card issuers that fraudulently assess small charges to thousands of cardholders, class action is the best means of rectifying the situation for the multitude of consumers that would otherwise need to individually incur the cost of arbitration.

I also want to see the clearest possible format used in the disclosure of rates and fees to consumers. These disclosures should be mandatory in solicitations as well as in final agreement literature. The use of a 'Schumer Box' is advisable. Burying fees and rates in long blocks of text is not fair to less educated consumers and should be discouraged.

When lenders make changes to fees or rates, these changes need to be listed in a simple table, not spread out in long paragraphs full of confusing jargon not readily digestible by the average consumer. The changes should be listed with old rates and fees in a 'before and after' format for easy comparison.

If a consumer does not feel that the fees disclosed upon card issuance are representative of claims or offers made in solicitation, the consumer should have the right to cancel the card within a limited time period with a full refund of all setup fees.

Thank you for considering my comment on these issues.

Daniel Girlington  
Vallejo, California  
(707) 246-0386